

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA, NORTHERN DIVISION

IN RE:)	
)	
WILLIAM BARRIER ROBERTS,)	CASE NO. 18-83442-CRJ11
SSN: XXX-XX-9314)	CHAPTER 11
)	
Debtor.)	
)	

**DEBTOR'S EMERGENCY MOTION FOR AUTHORITY TO SELL
REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF ALL
LIENS AND ENCUMBRANCES**

COMES NOW William Barrier Roberts ("Debtor"), by and through undersigned counsel, and hereby moves this Court (the "Motion") for an entry of an Order, under sections 363(b), 363(f), and 1103 of the Bankruptcy Code and Bankruptcy Rules 6004 and 9006(c), authorizing Debtor to sell certain real property, as described below, and under the terms indicated. In support thereof, Debtor states the following:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The legal predicates for the relief requested herein are Bankruptcy Code §§ 363(a), 363(f), and 1103. Relief is also founded under Bankruptcy Rule 6004.

2. Pursuant to Bankruptcy Rule 9006(c), Debtor requests a reduction in time so as to conduct a closing of the sale on the Real Property on August 9, 2019.

BACKGROUND

3. On November 16, 2018 (the "Commencement Date"), Debtor filed a Chapter 11 bankruptcy petition commencing the above-captioned bankruptcy case.

4. Included in the property of the estate is a one-half interest in real property located at 2203 Annadale Drive, Huntsville, Alabama 35801 (hereinafter, the “Real Property”). The remaining one-half interest is owned by Shannon League Roberts (“Shannon Roberts”).

5. On May 15, 2019, Debtor filed an Application to Employ Julie Lockwood of Van Valkenburgh & Wilkinson Prop., as Realtor *nunc pro tunc* to help facilitate the sale of the Real Property (the “Real Estate Broker”). This brokerage contract has expired. During the listing no offers survived inspection of the Real Property. The Real Property has also been foreclosed by Smart Bank, the second lienholder.

6. Debtor and Shannon Roberts (his wife, pending divorce) received an offer from Edward R. Ragland , Sr., and Sue T. Ragland, husband and wife (“Purchasers”) to purchase the Real Property, through their right of redemption, AS IS, for the sum of Five Hundred Sixty Thousand Dollars and NO/100 (\$560,000.00) (the “Offer”).

RELIEF REQUESTED

7. Debtor and Shannon Roberts (collectively the “Sellers”) are of the opinion that the aforementioned Offer of purchase is a fair and reasonable offer for the Real Property, and Debtor does not believe that he will receive a higher offer if this sale is not approved by this Court.

8. Debtor agrees to sell the estate’s one-half interest in the Real Property.

9. As the estate has a one-half interest in the Real Property, the estate will receive one-half of the equity; likewise, the estate will bear one-half of the costs associated with the sale of the Real Property.

10. Debtor believes it is in the best interest of the estate and its creditors that the estate sells its one-half interest in the Real Property pursuant to the terms of the Real Estate Sales Contract (the “Contract”) and attached hereto as Exhibit A.

11. Pursuant to the terms of the Contract, closing costs are to be paid by the following:

- a) The Sellers shall pay for the following closing costs: delivery of a Warranty Deed and Sellers' attorney's fees.
- b) Purchasers shall pay for all other costs of closing and Purchaser's attorney's fees.
- c) The Real Property taxes shall be prorated between the Sellers and Purchasers as of the Closing Date.

12. Debtor believes it is in the best interest of the estate and its creditors that the estate accept the Purchasers' Offer.

13. Any person objecting to the validity, proprietary, or legality and/or having any objection of any kind to the sale as described herein shall file a written objection to the sale on or before five (5) business days before the date set for the hearing on this Motion and simultaneously serve copies on the attorney for the Debtor at the address listed in this Motion and the Trustee, in accordance with Fed. R. Bankr. P. 6004(b).

WHEREFORE, Debtor requests that this Court enter an Order Confirming Sale of the Real Property as set forth above, that Debtor be authorized to take such steps, make such payments, and execute such documents as reasonably necessary to implement and effectuate said sale, and that the Court grant such further relief as may be just and equitable under the circumstances.

Respectfully submitted this the 5th of December, 2019.

/s/ Stuart M. Maples

STUART M. MAPLES (ASB-1974-S69S)

MAPLES LAW FIRM, PC
200 Clinton Avenue West, Suite 1000
Huntsville, Alabama 35801
Tel: (256) 489-9779
Fax: (256) 489-9720
smaples@mapleslawfirmpc.com

CERTIFICATE OF SERVICE

I do hereby certify that on December 5, 2019, a copy of the foregoing document was served on the following by Electronic Case Filing a copy of the same.

Richard Blythe
Bankruptcy Administrator
richard_blythe@alnb.uscourts.gov

All parties requesting notice via CM/ECF

I do hereby certify that on December 5, 2019, a copy of the foregoing document was served on the following by mailing a copy of the same United States Mail, properly addressed and first-class postage prepaid.

Julie Lockwood
Van Valkenburgh & Wilkinson Prop.
204 Gates Avenue
Huntsville, AL 35801

Via U.S. Mail to all creditors on matrix

/s/ Stuart M. Maples

STUART M. MAPLES

STATE OF ALABAMA)
COUNTY OF MADISON)

REAL ESTATE SALES CONTRACT

THIS AGREEMENT, made effective as of the ____ day of December, 2019, between **William B. Roberts and Shannon League Roberts**, husband and wife, as Sellers ("Sellers") and **Edward R. Ragland, Sr., and Sue T. Ragland**, husband and wife, as Purchasers ("Purchasers").

WHEREAS, Sellers desire to sell and Purchasers desire to purchase certain real property and improvements located at 2203 Annandale Drive, Huntsville, Alabama 35801, as may be more particularly described on **Exhibit "A"** (hereinafter, the "Real Property").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Sellers agree to sell, assign, and transfer to Purchasers, and Purchasers agree to purchase and accept the conveyance of all of Sellers' right, title, and interest in the Real Property hereinafter described.

THIS AGREEMENT IS MADE UPON THE FOLLOWING TERMS AND CONDITIONS:

1. **Description of Property.** The Sellers agree to sell, assign, and transfer and the Purchasers agree to purchase and accept the conveyance of all of the following Real Property:
 - a) Real Property and Improvements. The Real Property and Improvements located at 2203 Annandale Drive, Huntsville, Alabama 35801, which is more particularly described on the attached Exhibit "A".
2. **Purchase Price.** The purchase price shall be the sum of Five Hundred Sixty Thousand Dollars and NO/100 (\$560,000.00) payable as follows:
 - a) Earnest Money. Upon execution of this Agreement, Purchasers shall deliver to Sellers, or their agent, the sum of Two Thousand, Five Hundred Dollars and NO/100 (\$2,500.00) in Earnest Money. This Earnest Money shall be applied against the Purchase Price at Closing. Alternatively, in the event that this transaction does not close, then in such event the Earnest Money shall be refunded to Purchasers.
 - b) Payment at Closing. At Closing, Purchasers shall pay Sellers in immediately-available funds the sum of Five Hundred Fifty-Seven Thousand, Five Hundred Dollars and NO/100 (\$557,500.00).

EXHIBIT A

3. **Closing Date.** The Closing of the sale of the Property shall be within 30 days after the approval of this sale by the United States Bankruptcy Court for the Northern District of Alabama. Time shall be of the essence in performing this contract.
4. **Closing Costs.** Closing costs are to be paid by the following:
 - a) The Sellers shall pay for the following closing costs: delivery of a Warranty Deed and Sellers' attorney's fees.
 - b) Purchasers shall pay for all other costs of closing and Purchaser's attorney's fees.
 - c) The Real Property taxes shall be prorated between the Sellers and Purchasers as of the Closing Date.
5. **Warranty Deed.** At Closing, the Real Property shall be conveyed, assigned, and delivered to Purchasers by Warranty Deed (the "Deed"). The Real Property is to be conveyed free and clear of all liens and encumbrances except for easements of record. The title will be good and marketable in fee simple and such as will be insured by any reputable title insurance company at regular rates. Possession of the Property shall be delivered to Purchasers by Sellers at the Closing.
6. **Conditions of Sellers and Purchasers.**
 - a) Sellers.
 - (i) Sellers' obligation to close on the sale of this transaction is subject to their obtaining prior approval from the United States Bankruptcy Court for the Northern District of Alabama.
 - (ii) Sellers are selling the Real Property in an "AS-IS", "WHERE-IS" condition.
 - b) Purchasers.
 - (i) The obligation of the Purchasers to close on the sale of this transaction is contingent upon the Purchasers being able to obtain financing. Purchasers state that they have, or shall within three (3) days of signing this agreement, apply for such financing.
7. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, successors, executors, and assigns.
8. **Governing Law.** This Contract and the rights and obligations of the parties hereto shall be governed by the laws of the State of Alabama.

EXHIBIT A

9. **Counterpart Execution.** This Contract may be executed in one or more counterparts, which when taken together shall constitute one original, binding agreement. Delivery of this Contract may be affected via e-mail, facsimile, or original signatures, all which shall create and constitute a legal, valid binding enforceable agreement, effectively delivered.
10. **Amendment.** No amendment of this Contract shall be effective unless in writing and signed by the parties hereto and delivered in accordance with paragraph 13.
11. **Default.**
- a) In the event that the Purchasers fail to perform their duties and obligations under this Contract, then Sellers may declare the Purchasers in default of this Contract and pursue remedies for specific performance or as otherwise allowed by law.
 - b) In the event that the Sellers fail to perform their duties and obligations as set out in this Contract, then the Purchasers may declare the Sellers in default of this Contract and pursue remedies for specific performance or as otherwise allowed by law.
12. **Agency Disclosure.** No brokerage fees are payable as part of this transaction.
13. **Notices.** Notices, offers, requests, demands, or other communications respecting the performance of this Contract shall be in writing and shall be deemed to have been duly given provided that the mailing is by certified mail, first-class, postage prepaid, return receipt requested, and addressed as follows:

Sellers:

Purchasers:

or, to any other address that may be designated in writing by the Sellers or the Purchasers. All notices shall be deemed to have been given on the date of mailing.

EXHIBIT A

IN WITNESS WHEREOF, the Sellers and Purchasers have caused this agreement to be duly executed as of the day and year first above written.

SELLERS:

By: _____
WILLIAM B. ROBERTS

By: _____
SHANNON LEAGUE ROBERTS

PURCHASERS:

By: _____
EDWARD R. RAGLAND, SR.

By: _____
SUE T. RAGLAND

EXHIBIT A

EXHIBIT A

Label Matrix for local noticing
1126-8
Case 18-83442-CRJ11
NORTHERN DISTRICT OF ALABAMA
Decatur
Thu Dec 5 09:20:12 CST 2019

First National Bank of Pulaski
206 South 1st Street
Pulaski, TN 38478

Bullet & Barrel, LLC
612 Eustis Avenue
Huntsville, AL 35801-4114

Callahan PC
301 Washington St. Ste 301
Huntsville, AL 35801-4892

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

SPECIALIZED LOAN SERVICING LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, CO 80129-2386

SmartBank
c/o Justin B. Little
REYNOLDS, REYNOLDS & LITTLE, LLC
Post Office Box 2863
Tuscaloosa, AL 35403-2863

U. S. Bankruptcy Court
400 Well Street
P. O. Box 2775
Decatur, AL 35602-2775

*Alabama Department of Revenue
PO Box 327483
Montgomery, AL 36132-7483

*American Express
PO Box 981535
El Paso, TX 79998-1535

*Belk/Synchrony Bank
PO Box 530940
Atlanta, GA 30353-0940

*GMFS LLC c/o SLS
8742 Lucent Blvd., Ste 300
Highlands Ranch, CO 80129-2386

*Home Depot
PO Box 790328
Saint Louis, MO 63179-0328

*Internal Revenue Service
Centralized Insolvency Operations
PO Box 7346
Philadelphia, PA 19101-7346

*North Alabama Bank
PO Box 669
Hazel Green, AL 35750-0669

*Redstone Federal Credit Union
220 Wynn Dr.
Huntsville, AL 35893-0001

716 Harding Way SE
c/o Kevin C. Gray
Bradley Arant Boulton Cummings LLP
200 Clinton Avenue W, Suite 900
Huntsville, AL 35801-4933

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Bullet & Barrel, LLC
c/o Melanie Murray
612 Eustis Ave
Huntsville, AL 35801-4114

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Huntsville, Alabama 35801-4933

David R. Beasley
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Huntsville, Alabama 35801-4936

Dr. Rhett Blake Murray
612 Eustice Ave
Huntsville, AL 35801-4114

First National Bank
2101 Clinton Avenue, Suite 101
Huntsville, Alabama 35805-3093

GMFS LLC
c/o Specialized Loan Servicing LLC
8742 Lucent Blvd, Suite 300
Highlands Ranch, Colorado 80129-2386

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

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Melanie Murray
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Huntsville, AL 35801-4114

North Alabama Bank
220 Providence Main
Huntsville, AL 35806-4831

Secretary of the Treasury
1500 Pennsylvania Ave., NW
Washington, DC 20220-0001

(p) SMARTBANK
ATTN LYNN VANDERGRIFT - SPECIAL ASSETS
6413 LEE HIGHWAY
SUITE 107
CHATTANOOGA TN 37421-4860

State of Alabama
Department of Revenue Legal Division
PO Box 320001
Montgomery, AL 36132-0001

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

U.S. Securities & Exchange Commission
Reg Director, Branch of Reorganization
Atlanta Regional Office,
Suite 900 950 East Paces Ferry Road
Atlanta, GA 30326-1382

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Northern District of Alabama
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Huntsville, AL 35801-4933

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Huntsville, AL 35801-4936

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Maynard, Cooper & Gale, P.C.
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Rhett Murray
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Huntsville, AL 35801-4114

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Huntsville, AL 35801-4933

Stuart M Maples
Maples Law Firm
200 Clinton Ave. West, Ste. 1000
Huntsville, AL 35801-4919

Stuart M Maples
Maples Law Firm, PC
200 Clinton Avenue W.
Suite 1000
Huntsville, AL 35801-4919

Walter A Dodgen
655 Gallatin Street
Huntsville, AL 35801-4936

William Barrier Roberts
2115 Big Cove Rd
Huntsville, AL 35801-1347

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Smart Bank
PO Box 1910
Pigeon Forge, TN 37868

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)NORTH ALABAMA BANK

(u)*Citibank
PO Box 790046
MO 63170

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

End of Label Matrix	
Mailable recipients	50
Bypassed recipients	3
Total	53